

Warranty Terms

SUNGRID MODULES

1. Definitions

Accredited Installer means a person nominated by Sungrid as qualified and skilled to correctly install Modules.

Licensed Electrician means a person who holds a valid licence in any State or Territory in Australia to install or repair Modules in that State or Territory without supervision.

Limited Peak Power Warranty means an assurance by Sungrid to You as to peak power performance of the Modules as set out in clause 3 of this document.

Limited Product Warranty means an assurance by Sungrid to You to repair or replace a Module as set out in clause 2 of this document.

Modules mean all Sungrid Modules.

Peak Power at STC means the power output of a Module as specified in the product information sheets issued by Sungrid at the time of purchase of a Module.

Sungrid means Sungrid Ltd (ACN 127 275 370).

You or Your means you the customer.

Valid Warranty Claim means a claim under either of the Limited Product Warranty or Limited Peak Power Warranty which is approved by Sungrid.

Warranty means this document for the warranty of any Module.

2. Limited Product Warranty – Ten Year Repair or Replacement

- (a) Subject to clause 4, Sungrid warrants that its Modules are free from defect in materials and workmanship under normal application, installation, use and service conditions for a period of 10 years from the date of purchase of the Module as shown on the invoice.
- (b) Subject to clause 4, Sungrid will, at its sole discretion, either repair or replace a defective Module. The repair or replacement of a Module is the only remedy provided by Sungrid under this Limited Product Warranty.

3. Limited Peak Power Warranty

(a) 12 Year Warranty – Power Output at 90% of Peak Power

If, within a period of 12 years from the date of purchase of the Module as shown on the invoice:

- (i) The power output of a Module is less than 90% of the minimum Peak Power at STC; and
- (ii) Sungrid (at its sole discretion) determines that the reduction of the power output is due to defects in materials or workmanship of a Module then,
Sungrid will, at its sole discretion, remedy such loss in power output by either:
 - (a) providing additional modules to rectify the Module the subject of the loss in power output; or
 - (b) repairing or replacing (at Sungrid's sole discretion) any defective Modules.

(b) 25 Year Warranty - 85% Peak Power at STC

If, within a period of 25 years from the date of purchase of the Module as shown on the invoice:

- (i) the power output of a Module is less than 85% of the minimum Peak Power at STC; and
- (ii) that loss in power is determined by Sungrid (at its sole discretion) to be due to defects in materials or workmanship of a Module, then Sungrid will at its sole discretion, remedy such loss in power by either:
 - (a) providing additional modules to rectify the Module the subject of the loss in power; or
 - (b) by repairing or replacing (at Sungrid's sole discretion) any defective Module.

4. Exclusions and Limitations

- (a) All warranty claims must be filed within the applicable warranty periods.
- (b) The Limited Product Warranty and the Limited Peak Power Warranty provided by Sungrid will not apply to any Modules which have been:
 - (i) misused, abused, neglected or damaged whether willfully or by any act, accident, error or omission;
 - (ii) altered, modified, or repaired by any person other than Sungrid, a registered agent or repairer of Sungrid or a Licensed Installer;
 - (iii) installed by a person who is not an Accredited Installer and Licensed Electrician;
 - (iv) damaged by power failure, power surges, lightning, flood, fire, accidental breakage or any other event outside of Sungrid's control; and
 - (v) defaced such that the type or serial number of the Modules has been altered, removed or made illegible.
- (c) Neither the Limited Product Warranty nor the Limited Peak Power Warranty cover:
 - (i) transportation charges, customs clearance or any other costs incurred by You in returning a Module or Modules to Sungrid;
 - (ii) costs incurred by Sungrid to return repaired or replaced Modules to You; or
 - (iii) costs associated with the installation, removal or reinstallation of a Module or Modules.
- (d) To the maximum extent permitted by law, Sungrid is not responsible for any loss of profit, data, goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any special incidental, consequential or punitive damages arising from the use or loss of use of or failure of a Module to perform as warranted, or any damages for lost services, cost of substitute services, lost profits or savings, and expenses or loss of goodwill or loss of or interruption to business however.

(e) To the maximum extent permitted by law, Sungrid's total liability in respect of its Limited Product Warranty and its Limited Peak Power Warranty for any loss or claim however arising (whether by contract, tort (including negligence) or statute) is limited to the purchase price paid by You for the Modules.

(f) To the extent that any statute implies warranties or conditions or imposes obligations which cannot be excluded, restricted or modified except to a limited extent, Sungrid's Limited Product Warranties and Limited Peak Power Warranties are provided subject to those statutory provisions. If those statutory provisions apply, then Sungrid's maximum liability in respect of any claim by You is limited to:

(i) in the case of goods, at Sungrid's option:

(a) the replacement of the goods or the supply of equivalent goods;

(b) the repair of the goods;

(c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(d) the payment of having the goods repaired, and

(ii) in the case of services, at Sungrid's option:

(a) the supply of the services again; or

(b) the payment of the cost of having the services supplied again.

5. Valid Warranty Claim

(a) Subject to any other provision of this document, any claim by You under this Warranty is not a Valid Warranty Claim until the Module has been inspected by Sungrid and it has been determined by Sungrid, at Sungrid's absolute discretion, that:

(i) the Module requires replacement or repair (as the case may be);

(ii) none of the exclusions contained in clause 4 apply; and

(iii) You have complied with Sungrid's warranty claim procedures as set out in this clause 5.

(b) A Valid Warranty Claim does not include claims relating to cosmetic defects such as scratches, imperfections in the finish or fading of colours.

(c) You must immediately notify Sungrid if You wish to make a claim under either the Limited Product Warranty or Limited Peak Power Warranty by:

(i) letter sent by registered or certified mail to Sungrid at 4 Bannister Road, Fremantle, WA 6160; or

(ii) by email to info@sungridsolar.com,

enclosing details of the claim, the serial number(s) of the Module(s) and details or a copy of the invoice pursuant to which the Module(s) have been purchased.

(d) Sungrid will not accept the return of a Module unless Sungrid has directed You in writing to arrange delivery of the module to Sungrid.

6. Warranty applying to repaired, replaced or additional Modules

(a) The repair or replacement of a Module, or the supply by Sungrid of any additional Modules to You under this Warranty does not create any new warranty and the terms of this Warranty are not extended or modified in relation to any repaired, replaced or new Module.

(b) Any Modules replaced by Sungrid in accordance with this Warranty become the property of Sungrid and Sungrid may use or dispose of that Module in any manner that it sees fit.

7. Warranty Transferrable

(a) Subject to clause 7(b), the Limited Product Warranties and Limited Peak Power Warranties are transferrable to future owners of the Modules for so long as the warranty periods apply to those Modules.

(b) Provided that a future owner of a Module provides evidence of their ownership of a Module (for example, proof of purchase of a property to which a Module attaches) and produces the original purchase invoice to Sungrid, the benefit of this warranty will pass to the new owner subject to the terms and conditions of this warranty.

8. Effective Date of this Warranty

This warranty is valid for all Modules dispatched on or after 1 May 2011.

9. Governing Law

The terms of this Warranty are governed by the laws of Western Australia and the exclusive jurisdiction of the courts of Western Australia.



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